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Attorneys for Objector Angelynn Hermes

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JANE ROES 1-2, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

SFBSC MANAGEMENT, LLC; and
DOES 1-200,

Defendants

Case No.: 14-cv-03616-LB

**DECLARATION OF ANGELYNN HERMES
IN SUPPORT OF OBJECTION TO
PROPOSED CLASS ACTION SETTLEMENT**

1 I, Angelynn Hermes, declare as follows:

2 1. I am a named plaintiff and proposed class representative in the Hughes, et al. v.
3 S.A.W Entertainment, Ltd. d/b/a/ Larry Flynt's Hustler Club, et al., N.D. Cal. No. 16-3371. I have
4 personal knowledge of all facts stated in this Declaration and, if called to testify as a witness, I
5 could and would competently testify thereto.

6 2. I worked as an exotic dancer at Larry Flynt's Hustler Club ("Hustler Club") from
7 August 2013 to June 2015.

8 3. After filing the Hughes lawsuit, I learned that there was another lawsuit against a
9 consulting company called SFBSC that was related to Hustler Club, Gold Club, and many of the
10 other clubs in San Francisco.

11 4. I understand that the attorneys in the case against SFBSC have proposed a class
12 action settlement on behalf of over 4,500 dancers at eleven clubs in San Francisco, including
13 Hustler Club.

14 5. I understand that the proposed settlement provides a maximum cash recovery of
15 \$800 for a dancer who worked two years or more at the clubs. I feel that this number is
16 ridiculously low for someone who worked for over two years. Because I worked less than two
17 full years, I understand that I would only receive \$700 under the proposed settlement, which is
18 insignificant because over the time period that I worked at Hustler Club, I paid tens of thousands
19 of dollars in dance fees, tip-outs, and other house fees to Hustler Club. I also understand that the
20 settlement amounts proposed in the SFBSC case are a very small compared to what dancers have
21 recovered in other cases brought by my lawyers and other law firms in cases across the country.

22 6. I understand that the SFBSC settlement purports to give dancers the "option," if
23 they continue to work for the clubs, of becoming an "employee" as opposed to an "independent
24 contractor."

25 7. Since at least 2013, dancers were always given the option to be an employee. I
26 never heard of any dancer who chose to be an "employee" of Hustler Club, because the clubs
27 make the financial terms less favorable for anyone who is an employee. As a result, the
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1 “employee option” presented in the SFBSC settlement does not provide any new relief, and the
2 option remains meaningless because the guarantee of only minimum wage and then some portion
3 of dance fees over \$150 is nearly identical to the “employment” offer provided in the prior
4 agreements, which no one selected because they would have to give a much larger portion of their
5 dance fees to the clubs.

6 8. Further, the portion of the proposed SFBSC settlement that gives dancers coupons
7 or credits to use toward future dance fees is meaningless to many dancers, including myself, who
8 no longer work at the clubs. I also have serious concerns that current dancers will not select this
9 option given the fear of retaliation and the stigma attached to anyone who participates in a
10 lawsuit. In addition, the SFBSC settlement does not provide any guarantee that the clubs will not
11 change the fee structure, alter the dance fee percentages, or assess other fines against dancers who
12 use the “dance fee credits,” and through any of these policy changes the clubs could easily recoup
13 the full value of the “credit,” and render the recovery completely meaningless.

14 9. Because the proposed SFBSC settlement does not provide any significant relief to
15 the current and former dancers of Hustler Club, I strongly believe that my co-workers should be
16 given the clear option of pursuing their claims in the Hughes case directly against the clubs, as
17 opposed to accepting the small amount of money available in the proposed settlement in the case
18 against SFBSC. If this option was clearly presented to the dancers, I believe that many of them
19 would choose to join the Hughes case and decline to accept the small amount of money offered in
20 the SFBSC case.

21 10. On the other hand, if dancers are not told about the opportunity to participate in the
22 Hughes case that has already been filed directly against Hustler Club, I think that many of them
23 will just submit claim forms in the SFBSC case to obtain a few hundred dollars because they will
24 assume that is the most they could ever hope to get, even though this amount is much less than
25 what dancers usually recover in cases like this.

26 11. I understand that one of the claims in the SFBSC case is that the dancers seek
27 unpaid minimum wage under federal and state law for all hours that they spent performing at the
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1 clubs. Hustler Club required dancers to schedule three shifts per week. Dancers' shifts were
2 approximately eight hours long.

3 12. I estimate that at Hustler Club alone, approximately 75-80 dancers performed this
4 same schedule on a weekly basis.

5 13. I estimate that on Friday night and Saturday night, as many as fifty dancers would
6 work at a time. During the other night shifts (Sunday-Thursday), at least twenty dancers worked
7 at a time, and during day shifts at least eight dancers were working on any given day.

8 14. Throughout 2014, I paid approximately \$135 in "dance fees" back to the club for
9 each shift that I worked, approximately \$30 per shift for the house fee and other fees and
10 penalties assessed by the club (which varied depending on when dancers started their shift or how
11 much money the club through the dancer had earned), and approximately \$60 per shift in required
12 tip-outs to the DJ, valet, and House Mom. For each shift that we worked, dancers lost over \$200
13 from their earnings through these required fees and tip-outs.

14 I declare under penalty of perjury and the laws of the State of California and the United
15 States of America that the foregoing is true and correct and that this declaration was signed at San
16 Francisco, California, on 3/22/2017 | 3:23 PM EDT.

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19 DocuSigned by:

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22 ANGELYNN HERMES
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